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EXPERIAN INFORMATION SOLUTIONS,  
INC.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

SHEILA SENGSTOCK,  
  
Plaintiff,  
  
v.  
  
EXPERIAN INFORMATION  
SOLUTIONS, INC., and TRANS  
UNION LLC,  
  
Defendants.

Case No. 8:23-cv-00550-DOC (DFMx)

Hon. David O. Carter

**DEFENDANT EXPERIAN  
INFORMATION SOLUTIONS,  
INC.'S ANSWER TO PLAINTIFF'S  
FIRST AMENDED COMPLAINT**

Complaint filed: March 27, 2023  
First Amended Complaint filed:  
March 29, 2023

COMES NOW Defendant Experian Information Solutions, Inc. ("Experian"),  
by and through its undersigned counsel, and answers Plaintiff Sheila Sengstock's  
("Plaintiff") First Amended Complaint (the "Complaint") as follows:

**OPERATIVE FACTS**

1. In response to paragraph 1 of the Complaint, Experian admits that the  
Complaint purports to state claims under the Fair Credit Reporting Act ("FCRA")  
and the Unfair Competition Law. Experian further admits that the Complaint seeks  
damages. Experian denies that it has violated the FCRA and the Unfair

1 Competition Law and denies that it is liable to Plaintiff for any alleged damages.  
2 Experian also denies, generally and specifically, each and every allegation  
3 contained therein that relates to Experian. As to the remaining allegations in  
4 paragraph 1, Experian does not have knowledge or information sufficient to form a  
5 belief as to the truth of those allegations and, on that basis, denies, generally and  
6 specifically, each and every remaining allegation of paragraph 1 of the Complaint.

7 2. In response to paragraph 2 of the Complaint, Experian is without  
8 knowledge or information sufficient to form a belief as to the truth of the  
9 allegations contained therein and, on that basis, denies, generally and specifically,  
10 each and every allegation contained therein.

11 3. In response to paragraph 3 of the Complaint, Experian denies,  
12 generally and specifically, each and every allegation contained therein that relates  
13 to Experian. As to the allegations in paragraph 3 of the Complaint, Experian does  
14 not have knowledge or information sufficient to form a belief as to the truth of  
15 those allegations and, on that basis, denies, generally and specifically, each and  
16 every remaining allegation of paragraph 3 of the Complaint.

17 4. In response to paragraph 4 of the Complaint, Experian is without  
18 knowledge or information sufficient to form a belief as to the truth of the  
19 allegations contained therein and, on that basis, denies, generally and specifically,  
20 each and every allegation contained therein.

21 5. In response to paragraph 5 of the Complaint, Experian denies,  
22 generally and specifically, each and every allegation contained therein that relates  
23 to Experian. As to the allegations in paragraph 5 of the Complaint that relate to the  
24 other defendant, Experian does not have knowledge or information sufficient to  
25 form a belief as to the truth of those allegations and, on that basis, denies, generally  
26 and specifically, each and every remaining allegation of paragraph 5 of the  
27 Complaint.

1           6. In response to paragraph 6 of the Complaint, Experian denies,  
2 generally and specifically, each and every allegation contained therein that relates  
3 to Experian. As to the allegations in paragraph 6 of the Complaint that relate to the  
4 other defendant, Experian does not have knowledge or information sufficient to  
5 form a belief as to the truth of those allegations and, on that basis, denies, generally  
6 and specifically, each and every remaining allegation of paragraph 6 of the  
7 Complaint.

8           7. In response to paragraph 7 of the Complaint, Experian is without  
9 knowledge or information sufficient to form a belief as to the truth of the  
10 allegations contained therein and, on that basis, denies, generally and specifically,  
11 each and every allegation contained therein.

#### 12                                   **JURISDICTION AND VENUE**

13           8. In response to paragraph 8 of the Complaint, Experian admits that  
14 Plaintiff has alleged jurisdiction based on 15 U.S.C. § 1681p. Experian states that  
15 this is a legal conclusion which is not subject to admission or denial.

16           9. In response to paragraph 9 of the Complaint, Experian admits that  
17 Plaintiff has alleged venue in this district is proper. Experian states that this is a  
18 legal conclusion which is not subject to admission or denial. Experian admits that  
19 its corporate headquarters is located in Costa Mesa, California. Except as  
20 specifically admitted, Experian denies, generally and specifically, each and every  
21 remaining allegation of paragraph 9 of the Complaint.

#### 22                                   **PARTIES**

23           10. In response to paragraph 10 of the Complaint, Experian is without  
24 knowledge or information sufficient to form a belief as to the truth of the  
25 allegations contained therein and, on that basis, denies, generally and specifically,  
26 each and every allegation contained therein.

1           11. In response to paragraph 11 of the Complaint, Experian admits that its  
2 corporate headquarters is located in Costa Mesa, California. Except as specifically  
3 admitted, Experian denies, generally and specifically, each and every remaining  
4 allegation of paragraph 11 of the Complaint.

5           12. In response to paragraph 12 of the Complaint, Experian is without  
6 knowledge or information sufficient to form a belief as to the truth of the  
7 allegations contained therein and, on that basis, denies, generally and specifically,  
8 each and every allegation contained therein.

9                                   **FIRST CAUSE OF ACTION**

10                   **(Against All Defendants for Violations of the Fair Credit Reporting Act,**  
11                                   **15 U.S.C. § 1681 et seq.).**

12           13. In response to paragraph 13 of the Complaint, Experian repeats,  
13 realleges, and incorporates by reference paragraphs 1 through 12 above, as though  
14 fully set forth herein.

15           14. In response to paragraph 14 of the Complaint, Experian admits that it  
16 is a “consumer reporting agency” as defined by 15 U.S.C. § 1681a(f). As to the  
17 allegations in paragraph 14 of the Complaint, Experian does not have knowledge or  
18 information sufficient to form a belief as to the truth of those allegations and, on  
19 that basis, denies, generally and specifically, each and every remaining allegation of  
20 paragraph 14 of the Complaint.

21           15. In response to paragraph 15 of the Complaint, Experian denies,  
22 generally and specifically, each and every allegation contained therein that relates  
23 to Experian. As to the allegations in paragraph 15 of the Complaint that relate to  
24 the other defendant, Experian does not have knowledge or information sufficient to  
25 form a belief as to the truth of those allegations and, on that basis, denies, generally  
26 and specifically, each and every remaining allegation of paragraph 15 of the  
27 Complaint.

1           16. In response to paragraph 16 of the Complaint, Experian denies,  
2 generally and specifically, each and every allegation contained therein that relates  
3 to Experian. As to the allegations in paragraph 16 of the Complaint that relate to  
4 the other defendant, Experian does not have knowledge or information sufficient to  
5 form a belief as to the truth of those allegations and, on that basis, denies, generally  
6 and specifically, each and every remaining allegation of paragraph 16 of the  
7 Complaint.

8           17. In response to paragraph 17 of the Complaint, Experian denies,  
9 generally and specifically, each and every allegation contained therein that relates  
10 to Experian. As to the allegations in paragraph 17 of the Complaint that relate to  
11 the other defendant, Experian does not have knowledge or information sufficient to  
12 form a belief as to the truth of those allegations and, on that basis, denies, generally  
13 and specifically, each and every remaining allegation of paragraph 17 of the  
14 Complaint.

15           18. In response to paragraph 18 of the Complaint, Experian denies,  
16 generally and specifically, each and every allegation contained therein that relates  
17 to Experian. As to the allegations in paragraph 18 of the Complaint that relate to  
18 the other defendant, Experian does not have knowledge or information sufficient to  
19 form a belief as to the truth of those allegations and, on that basis, denies, generally  
20 and specifically, each and every remaining allegation of paragraph 18 of the  
21 Complaint.

22           19. In response to paragraph 19 of the Complaint, Experian denies,  
23 generally and specifically, each and every allegation contained therein that relates  
24 to Experian. As to the allegations in paragraph 19 of the Complaint that relate to  
25 the other defendant, Experian does not have knowledge or information sufficient to  
26 form a belief as to the truth of those allegations and, on that basis, denies, generally  
27  
28

1 and specifically, each and every remaining allegation of paragraph 19 of the  
2 Complaint.

3 20. In response to paragraph 20 of the Complaint, Experian denies,  
4 generally and specifically, each and every allegation contained therein that relates  
5 to Experian. As to the allegations in paragraph 20 of the Complaint that relate to  
6 the other defendant, Experian does not have knowledge or information sufficient to  
7 form a belief as to the truth of those allegations and, on that basis, denies, generally  
8 and specifically, each and every remaining allegation of paragraph 20 of the  
9 Complaint.

10 21. In response to paragraph 21 of the Complaint, Experian denies,  
11 generally and specifically, each and every allegation contained therein that relates  
12 to Experian. As to the allegations in paragraph 21 of the Complaint that relate to  
13 the other defendant, Experian does not have knowledge or information sufficient to  
14 form a belief as to the truth of those allegations and, on that basis, denies, generally  
15 and specifically, each and every remaining allegation of paragraph 21 of the  
16 Complaint.

17 22. In response to paragraph 22 of the Complaint, Experian denies,  
18 generally and specifically, each and every allegation contained therein that relates  
19 to Experian. As to the allegations in paragraph 22 of the Complaint that relate to  
20 the other defendant, Experian does not have knowledge or information sufficient to  
21 form a belief as to the truth of those allegations and, on that basis, denies, generally  
22 and specifically, each and every remaining allegation of paragraph 22 of the  
23 Complaint.

**SECOND CAUSE OF ACTION**

**(Against All Defendants For Violations of the Unfair Competition Law, Bus. & Prof. Code § 17200)**

23. In response to paragraph 23 of the Complaint, Experian repeats, realleges, and incorporates by reference paragraphs 1 through 22 above, as though fully set forth herein.

24. In response to paragraph 24 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. Experian admits that the allegations contained therein appear to set forth a portion of the Unfair Competition Law. Experian states that the Unfair Competition Law speaks for itself and, on that basis, denies any allegations of paragraph 24 inconsistent therewith. As to the remaining allegations in paragraph 24 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 24 of the Complaint.

25. In response to paragraph 25 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 25 of the Complaint that relate to the other defendant, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 25 of the Complaint.

26. In response to paragraph 26 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 26 of the Complaint that relate to the other defendant, Experian does not have knowledge or information sufficient to

1 form a belief as to the truth of those allegations and, on that basis, denies, generally  
2 and specifically, each and every remaining allegation of paragraph 26 of the  
3 Complaint.

4 27. In response to paragraph 27 of the Complaint, Experian denies,  
5 generally and specifically, each and every allegation contained therein that relates  
6 to Experian. As to the remaining allegations in paragraph 27 of the Complaint,  
7 Experian does not have knowledge or information sufficient to form a belief as to  
8 the truth of those allegations and, on that basis, denies, generally and specifically,  
9 each and every remaining allegation of paragraph 27 of the Complaint.

10 28. In response to paragraph 28 of the Complaint, Experian denies,  
11 generally and specifically, each and every allegation contained therein that relates  
12 to Experian. As to the remaining allegations in paragraph 28 of the Complaint,  
13 Experian does not have knowledge or information sufficient to form a belief as to  
14 the truth of those allegations and, on that basis, denies, generally and specifically,  
15 each and every remaining allegation of paragraph 28 of the Complaint.

16 29. In response to paragraph 29 of the Complaint, Experian denies,  
17 generally and specifically, each and every allegation contained therein that relates  
18 to Experian. As to the allegations in paragraph 29 of the Complaint that relate to  
19 the other defendant, Experian does not have knowledge or information sufficient to  
20 form a belief as to the truth of those allegations and, on that basis, denies, generally  
21 and specifically, each and every remaining allegation of paragraph 29 of the  
22 Complaint.

23 30. In response to paragraph 30 of the Complaint, Experian denies,  
24 generally and specifically, each and every allegation contained therein that relates  
25 to Experian. As to the allegations in paragraph 30 of the Complaint that relate to  
26 the other defendant, Experian does not have knowledge or information sufficient to  
27 form a belief as to the truth of those allegations and, on that basis, denies, generally  
28



1 and specifically, each and every remaining allegation of paragraph 30 of the  
2 Complaint.

3 **RESPONSE TO PRAYER FOR RELIEF**

4 Experian denies that Plaintiff is entitled to any damages against Experian as  
5 set forth in her prayer for relief.

6 **RESPONSE TO DEMAND FOR JURY TRIAL**

7 In response to the Complaint, Experian admits that Plaintiff has demanded a  
8 trial by jury on all issues triable.

9 **AFFIRMATIVE DEFENSES**

10 In further response to Plaintiff's Complaint, Experian hereby asserts the  
11 following affirmative defenses, without conceding that it bears the burden of  
12 persuasion as to any of them.

13 **FIRST AFFIRMATIVE DEFENSE**

14 (FAILURE TO STATE A CLAIM)

15 The Complaint herein, and each cause of action thereof, fails to set forth facts  
16 sufficient to state a claim upon which relief may be granted against Experian and  
17 further fails to state facts sufficient to entitle Plaintiff to the relief sought, or to any  
18 other relief whatsoever from Experian.

19 **SECOND AFFIRMATIVE DEFENSE**

20 (IMMUNITY)

21 All claims against Experian are barred by the qualified immunity of  
22 15 U.S.C. § 1681h(e).

23 **THIRD AFFIRMATIVE DEFENSE**

24 (TRUTH/ACCURACY OF INFORMATION)

25 All claims against Experian are barred because all information Experian  
26 communicated to any third person regarding Plaintiff was true.

1 **FOURTH AFFIRMATIVE DEFENSE**

2 (INDEMNIFICATION)

3 Experian is informed and believes and thereon alleges that any purported  
4 damages allegedly suffered by Plaintiff were the result of the acts or omissions of  
5 third persons over whom Experian had neither control nor responsibility.

6 **FIFTH AFFIRMATIVE DEFENSE**

7 (FAILURE TO MITIGATE DAMAGES)

8 Plaintiff has failed to mitigate her damages.

9 **SIXTH AFFIRMATIVE DEFENSE**

10 (LACHES)

11 The claims for relief set forth in the Complaint are barred by the doctrine of  
12 laches.

13 **SEVENTH AFFIRMATIVE DEFENSE**

14 (CONTRIBUTORY/COMPARATIVE FAULT)

15 Experian is informed and believes and thereon alleges that any alleged  
16 damages sustained by Plaintiff were, at least in part, caused by the actions of  
17 Plaintiff herself, and resulted from Plaintiff's own negligence which equaled or  
18 exceeded any alleged negligence or wrongdoing by Experian.

19 **EIGHTH AFFIRMATIVE DEFENSE**

20 (ESTOPPEL)

21 Any damages which Plaintiff may have suffered, which Experian continues  
22 to deny, were the direct and proximate result of the conduct of Plaintiff. Therefore,  
23 Plaintiff is estopped and barred from recovery of any damages.

24 **NINTH AFFIRMATIVE DEFENSE**

25 (STATUTE OF LIMITATIONS)

26 Experian is informed and believes and thereon alleges that the claim for relief  
27 in the Complaint herein is barred by the applicable statutes of limitation, including  
28

1 but not limited to 15 U.S.C. § 1681p.

2 **TENTH AFFIRMATIVE DEFENSE**

3 (UNCLEAN HANDS)

4 The Complaint, and each claim for relief therein that seeks equitable relief, is  
5 barred by the doctrine of unclean hands.

6 **ELEVENTH AFFIRMATIVE DEFENSE**

7 (INDEPENDENT INTERVENING CAUSE)

8 Experian alleges upon information and belief that if Plaintiff sustained any of  
9 the injuries alleged in the Complaint, there was an intervening, superseding cause  
10 and/or causes leading to such alleged injuries and, as such, any action on the part of  
11 Experian was not a proximate cause of the alleged injuries.

12 **TWELFTH AFFIRMATIVE DEFENSE**

13 (MOOTNESS)

14 Plaintiff's claim is barred, in whole or in part, to the extent that the claim or  
15 relief sought is moot.

16 **THIRTEENTH AFFIRMATIVE DEFENSE**

17 (WAIVER)

18 Plaintiff's claim is barred, in whole or in part, by the doctrine of waiver.

19 **FOURTEENTH AFFIRMATIVE DEFENSE**

20 (INAPPLICABILITY OF THE AUTOMATIC STAY)

21 Experian alleges that the automatic stay codified in 11 U.S.C. § 362 is not  
22 applicable to Consumer Reporting Agencies, and therefore Experian cannot be held  
23 liable for any acts which may contravene an automatic stay.

24 **FIFTEENTH AFFIRMATIVE DEFENSE**

25 (INAPPLICABILITY OF THE DISCHARGE INJUNCTION)

26 Experian alleges that the discharge injunction as set forth in 11 U.S.C. § 524  
27 does not apply to any permissible action taken by a Consumer Reporting Agency,  
28

1 and as such, Experian cannot be held liable for any of its permissible actions which  
2 may otherwise violate a discharge injunction.

3 **SIXTEENTH AFFIRMATIVE DEFENSE**

4 (IMPROPER REQUEST FOR PUNITIVE DAMAGES)

5 Plaintiff's Complaint does not allege facts sufficient to rise to the level of  
6 conduct required to recover punitive damages, and thus all requests for punitive  
7 damages are improper.

8 **SEVENTEENTH AFFIRMATIVE DEFENSE**

9 (RIGHT TO ASSERT ADDITIONAL DEFENSES)

10 Experian reserves the right to assert additional affirmative defenses at such  
11 time and to such extent as warranted by discovery and the factual developments in  
12 this case.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Defendant Experian Information Solutions, Inc. prays as  
15 follows:

16 (1) That Plaintiff[s] take nothing by virtue of the Complaint herein and  
17 that this action be dismissed in its entirety;

18 (2) For costs of suit and attorneys' fees herein incurred; and

19 (3) For such other and further relief as the Court may deem just and  
20 proper.

21  
22 Dated: June 2, 2023

JONES DAY

23  
24 By: /s/ Amy Lopez  
25 Amy Lopez

26 Attorneys for Defendant  
27 EXPERIAN INFORMATION  
28 SOLUTIONS, INC.